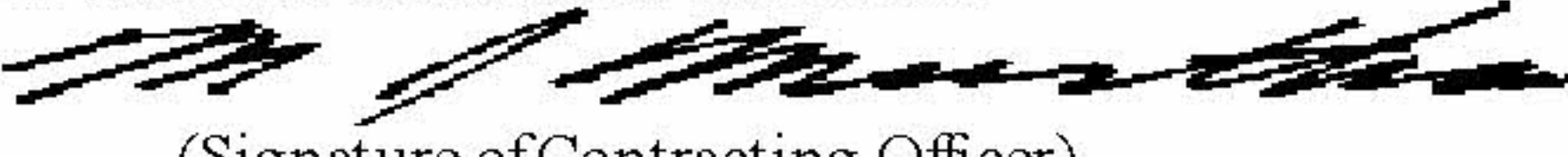


SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 71		
2. CONTRACT NO. HQ0034-08-D-1011		3. SOLICITATION NO. HQ0034-08-R-1038		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 01 Apr 2008	6. REQUISITION/PURCHASE NO.		
7. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209 CODE HQ0034 TEL: FAX:				8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7 TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>SEE SECTION L-2</u> until <u>03:00 PM</u> local time <u>20 May 2008</u> (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)		C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS								
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES	63 - 70
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 32	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		33 - 48	X	J	LIST OF ATTACHMENTS	71
	D	PACKAGING AND MARKING			PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		49		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		50 - 55		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		56 - 58		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS		59 - 62				
OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE (b)(4)		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) JILL WORKMAN / CONTRACT ADMINISTRATOR		
15B. TELEPHONE NO (Include area code) 931-552-7044		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED ALL CLINS AND SUBCLINS		20. AMOUNT (b)(4)		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM Section G		
24. ADMINISTERED BY (If other than Item 7) See Item 7 SCD: A				25. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 CODE HQ0338				
26. NAME OF CONTRACTING OFFICER (Type or print) MICHAEL MURTHA TEL: (703) 696-3964 EMAIL: michael.murtha@whs.mil				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE 24-Jul-2008		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.								

Section B - Supplies or Services and Prices

SECTION B

- B.1 MINIMUM GUARANTEE:** The minimum guarantee is the firm fixed price portion of the contract. The minimum guarantee will be satisfied at time of award with issuance of the first task order.
- B.2 MAXIMUM AMOUNT:** The maximum dollar value of the contract is the total dollar value of the fixed-price and indefinite quantity (IQ) items. The maximum shall not be exceeded except as may be provided for by formal modification to the contract.
- B.3 CONTRACT LINE ITEMS, SUBLINE ITEMS, AND EXHIBIT LINE ITEMS:** Offerors shall complete attachments J-B1 “CLIN Summary” and J-B2 “IQ Coefficient Pricing”.
- B.4 INDEFINITE QUANTITY (IQ) EXHIBIT LINE ITEM QUANTITIES:** Once the estimated quantities for the exhibit line items listed in J-B2 have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the IQ portion of contract per year is not exceeded and the contractor agrees by signing the task order.

(End of clause)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FACILITY OPERATIONS AND SUPPORT SERVICES FFP Base Period Facility Operations and Support Services in accordance with the Performance Work Statement. Period of Performance: 01 September 2008 through 31 January 2009.				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA		5	Months	(b)(4)	(b)(4)
	BASE PERIOD OPERATION AND MAINTENANCE FFP				
	Base Period Operation and Maintenance of Memorial systems and components.				
	Period of Performance: 01 September 2008 through 31 January 2009.				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		5	Months	(b)(4)	(b)(4)
	BASE PERIOD POOL WATER TREATMENT FFP				
	Base Period Pool Water Treatment.				
	Period of Performance: 01 September 2008 through 31 January 2009.				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		5	Months	(b)(4)	(b)(4)
	BASE PERIOD CUSTODIAL SERVICES FFP				
	Base Period Custodial Service and Refuse removal.				
	Period of Performance: 01 September 2008 through 31 January 2009.				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		5	Months	(b)(4)	(b)(4)
	BASE PERIOD GROUNDS MAINTENANCE FFP Base Period Landscaping/Grounds Maintenance/Pest Management. Period of Performance: 01 September 2008 through 31 January 2009.				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		5	Months	(b)(4)	(b)(4)
	BASE PERIOD SNOW/ICE REMOVAL FFP Base Period snow/Ice removal. Period of Performance: 01 September 2008 through 31 January 2009.				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		5	Months	(b)(4)	(b)(4)
	BASE PERIOD MGMT OF MEMENTOES/COINS FFP				
	Base Period Management of Mementoes and Coins.				
	Period of Performance: 01 September 2008 through 31 January 2009.				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		5	Months	(b)(4)	(b)(4)
	BASE PERIOD SPECIAL EVENT SUPPORT FFP				
	Base Period OSD Special Event Support.				
	Period of Performance: 01 September 2008 through 31 January 2009.				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		(b)(4)	Lump Sum	\$1.00	(b)(4)
BASE PERIOD PRE-PRICED IQ WORK FFP Base Period Pre-Priced Indefinite Quantity Work - MajorRepair/Minor Construction. Period of Performance: 01 September 2008 through 31 January 2009.					

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		(b)(4)	Lump Sum	\$1.00	(b)(4)
BASE PERIOD NON-PRICED IQ WORK FFP Base Period Non-Priced Indefinite Quantity Work - MajorRepair/Minor Construction. Period of Performance: 01 September 2008 through 31 January 2009.					

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		5	Months	(b)(4)	(b)(4)
	BASE PERIOD TEMPORARY RESTROOM FFP				
	Base Period Temporary Restroom Trailer including servicing.				
	Period of Performance: 01 September 2008 through 31 January 2009.				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lump Sum	(b)(4)	(b)(4)
	PHASE-IN PERIOD FFP				
	Thirty (30) Day Phase-In period in accordance with Section H, Clause H-10.				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001					\$0.00
OPTION	FACILITY OPERATIONS AND SUPPORT SERVICES FFP				
	Option Period One Facility Operations and Support Services in accordance with the Performance Work Statement.				
	Period of Performance: 01 February 2009 through 31 January 2010.				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	OPTION PERIOD I OPERATION & MAINTENANCE FFP Option Period One Operation and Maintenance of Memorial systems and components. Period of Performance: 01 February 2009 through 31 January 2010.	12	Months	(b)(4)	(b)(4)

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	OPTION PERIOD I POOL WATER TREATMENT FFP Option Period One Pool Water Treatment. Period of Performance: 01 February 2009 through 31 January 2010.	12	Months	(b)(4)	(b)(4)

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD I CUSTODIAL SERVICES FFP Option Period One Custodial Service and Refuse removal. Period of Performance: 01 February 2009 through 31 January 2010.				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD I GROUNDS MAINTENANCE FFP Option Period One Landscaping/Grounds Maintenance/Pest Management. Period of Performance: 01 February 2009 through 31 January 2010.				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE OPTION	OPTION PERIOD I SNOW/ICE REMOVAL FFP Option Period One snow/Ice removal. Period of Performance: 01 February 2009 through 31 January 2010. Snow & ice removal actual services shall commence on 01 Feb conclude no earlier than 15 April, recommence on 15 Oct and conclude on 31 Jan. The contractor shall invoice for the months of January, February, March, April, October, November, and December throughout the term of the contract.	7	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	OPTION PERIOD I MGMT MEMENTOES/COINS FFP Option Period One Management of Mementoes and Coins. Period of Performance: 01 February 2009 through 31 January 2010.	12	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD I SPECIAL EVENT SUPPORT FFP Option Period One OSD Special Event Support. Period of Performance: 01 February 2009 through 31 January 2010.				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004		(b)(4)	Lump Sum	\$1.00	(b)(4)
OPTION	OPTION PERIOD I PRE-PRICED IQ WORK FFP Option Period One Pre-Priced Indefinite Quantity Work - MajorRepair/Minor Construction. Period of Performance: 01 February 2009 through 31 January 2010.				

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005		(b)(4)	Lump Sum	\$1.00	(b)(4)

OPTION OPTION PERIOD I NON-PRICED IQ WORK
FFP
Option Period One Non-Priced Indefinite Quantity Work - MajorRepair/Minor
Construction.
Period of Performance: 01 February 2009 through 31 January 2010.

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD I TEMPORARY RESTROOM				

FFP
Option Period One Temporary Restroom Trailer including servicing.
Period of Performance: 01 February 2009 through 31 January 2010.

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001					\$0.00
OPTION	FACILITY OPERATIONS AND SUPPORT SERVICES FFP Option Period Two Facility Operations and Support Services in accordance with the Performance Work Statement. Period of Performance: 01 February 2010 through 31 January 2011.				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD II OPERATION & MAINTENANCE FFP Option Period Two Operation and Maintenance of Memorial systems and components. Period of Performance: 01 February 2010 through 31 January 2011.				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD II POOL WATER TREATMENT FFP Option Period Two Pool Water Treatment. Period of Performance: 01 February 2010 through 31 January 2011.				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD II CUSTODIAL SERVICES FFP Option Period Two Custodial Service and Refuse removal. Period of Performance: 01 February 2010 through 31 January 2011.				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD II GROUNDS MAINTENANCE FFP Option Period Two Landscaping/Grounds Maintenance/Pest Management. Period of Performance: 01 February 2010 through 31 January 2011.				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE		7	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD II SNOW/ICE REMOVAL FFP				
	Option Period Two snow/Ice removal.				
	Period of Performance: 01 February 2010 through 31 January 2011.				
	Snow & ice removal actual services shall commence on 01 Feb conclude no earlier than 15 April, recommence on 15 Oct and conclude on 31 Jan. The contractor shall invoice for the months of January, February, March, April, October, November, and December throughout the term of the contract.				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD II MGMT MEMENTOES/COINS FFP				
	Option Period Two Management of Mementoes and Coins.				
	Period of Performance: 01 February 2010 through 31 January 2011.				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD II SPECIAL EVENT SUPPORT FFP Option Period Two OSD Special Event Support. Period of Performance: 01 February 2010 through 31 January 2011.				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004		(b)(4)	Lump Sum	\$1.00	(b)(4)
OPTION	OPTION PERIOD II PRE-PRICED IQ WORK FFP Option Period Two Pre-Priced Indefinite Quantity Work - MajorRepair/Minor Construction. Period of Performance: 01 February 2010 through 31 January 2011.				

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005		(b)(4)	Lump Sum	\$1.00	(b)(4)
OPTION	OPTION PERIOD II NON-PRICED IQ WORK FFP Option Period Two Non-Priced Indefinite Quantity Work - MajorRepair/Minor Construction. Period of Performance: 01 February 2010 through 31 January 2011.				
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		7	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD II TEMPORARY RESTROOM FFP Option Period One Temporary Restroom Trailer including servicing. Period of Performance: 01 February 2010 through 31 August 2010.				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001					\$0.00
OPTION	FACILITY OPERATIONS AND SUPPORT SERVICES FFP Option Period Three Facility Operations and Support Services in accordance with the Performance Work Statement. Period of Performance: 01 February 2011 through 31 January 2012.				
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD 3 OPERATION & MAINTENANCE FFP Option Period Three Operation and Maintenance of Memorial systems and components. Period of Performance: 01 February 2011 through 31 January 2012..				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD III POOL WATER TREATMENT FFP Option Period Three Pool Water Treatment. Period of Performance: 01 February 2011 through 31 January 2012.				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC OPTION	OPTION PERIOD III CUSTODIAL SERVICES FFP Option Period Three Custodial Service and Refuse removal. Period of Performance: 01 February 2011 through 31 January 2012.	12	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD OPTION	OPTION PERIOD III GROUNDS MAINTENANCE FFP Option Period Three Landscaping/Grounds Maintenance/Pest Management. Period of Performance: 01 February 2011 through 31 January 2012.	12	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE OPTION	OPTION PERIOD III SNOW/ICE REMOVAL FFP Option Period Three snow/Ice removal. Period of Performance: 01 February 2011 through 31 January 2012. Snow & ice removal actual services shall commence on 01 Feb conclude no earlier than 15 April, recommence on 15 Oct and conclude on 31 Jan. The contractor shall invoice for the months of January, February, March, April, October, November, and December throughout the term of the contract.	7	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	OPTION PERIOD III MGMT MEMENTOES/COINS FFP Option Period Three Management of Mementoes and Coins. Period of Performance: 01 February 2011 through 31 January 2012.	12	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD III SPECIAL EVENT SUPPORT FFP Option Period Three OSD Special Event Support. Period of Performance: 01 February 2011 through 31 January 2012.				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004		(b)(4)	Lump Sum	\$1.00	(b)(4)
OPTION	OPTION PERIOD III PRE-PRICED IQ WORK FFP Option Period Three Pre-Priced Indefinite Quantity Work - MajorRepair/Minor Construction. Period of Performance: 01 February 2011 through 31 January 2012.				

MAX NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005		(b)(4)	Lump Sum	\$1.00	(b)(4)
OPTION	OPTION PERIOD III NON-PRICED IQ WORK FFP Option Period Three Non-Priced Indefinite Quantity Work - MajorRepair/Minor Construction. Period of Performance: 01 February 2011 through 31 January 2012.				
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001					\$0.00
OPTION	FACILITY OPERATIONS AND SUPPORT SERVICES FFP Option Period Four Facility Operations and Support Services in accordance with the Performance Work Statement. Period of Performance: 01 February 2012 through 31 January 2013.				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	OPTION PERIOD IV OPERATION & MAINTENANCE FFP Option Period Four Operation and Maintenance of Memorial systems and components. Period of Performance: 01 February 2012 through 31 January 2013.	12	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	OPTION PERIOD IV POOL WATER TREATMENT FFP Option Period Four Pool Water Treatment. Period of Performance: 01 February 2012 through 31 January 2013.	12	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC OPTION	OPTION PERIOD IV CUSTODIAL SERVICES FFP Option Period Four Custodial Service and Refuse removal. Period of Performance: 01 February 2012 through 31 January 2013.	12	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD OPTION	OPTION PERIOD IV GROUNDS MAINTENANCE FFP Option Period Four Landscaping/Grounds Maintenance/Pest Management. Period of Performance: 01 February 2012 through 31 January 2013.	12	Months	(b)(4)	(b)(4)

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AE OPTION	OPTION PERIOD IV SNOW/ICE REMOVAL FFP Option Period Four snow/Ice removal. Period of Performance: 01 February 2012 through 31 January 2013.	7	Months	(b)(4)	(b)(4)

Snow & ice removal actual services shall commence on 01 Feb conclude no earlier than 15 April, recommence on 15 Oct and conclude on 31 Jan. The contractor shall invoice for the months of January, February, March, April, October, November, and December throughout the term of the contract.

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD IV MGMT MEMENTOES/COINS FFP				
	Option Period Four Management of Mementoes and Coins.				
	Period of Performance: 01 February 2012 through 31 January 2013.				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		12	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD IV SPECIAL EVENT SUPPORT FFP				
	Option Period Four OSD Special Event Support.				
	Period of Performance: 01 February 2012 through 31 January 2013.				

NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004		(b)(4)	Lump Sum	\$1.00	(b)(4)
OPTION	OPTION PERIOD IV PRE-PRICED IQ WORK FFP Option Period Four Pre-Priced Indefinite Quantity Work - MajorRepair/Minor Construction. Period of Performance: 01 February 2012 through 31 January 2013.				
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005		(b)(4)	Lump Sum	\$1.00	(b)(4)
OPTION	OPTION PERIOD IV NON-PRICED IQ WORK FFP Option Period Four Non-Priced Indefinite Quantity Work - MajorRepair/Minor Construction. Period of Performance: 01 February 2012 through 31 January 2013.				
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	FACILITY OPERATIONS AND SUPPORT SERVICES				\$0.00
OPTION	FFP Option Period Five Facility Operations and Support Services in accordance with the Performance Work Statement. Period of Performance: 01 February 2012 through 31 January 2013.				
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AA	OPTION PERIOD V OPERATION & MAINTENANCE	7	Months	(b)(4)	(b)(4)
OPTION	FFP Option Period Five Operation and Maintenance of Memorial systems and components. Period of Performance: 01 February 2013 through 31 August 2013.				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AB OPTION	OPTION PERIOD V POOL WATER TREATMENT FFP Option Period Five Pool Water Treatment. Period of Performance: 01 February 2013 through 31 August 2013.	7	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AC OPTION	OPTION PERIOD V CUSTODIAL SERVICES FFP Option Period Five Custodial Service and Refuse removal. Period of Performance: 01 February 2013 through 31 August 2013.	7	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AD OPTION	OPTION PERIOD V GROUNDS MAINTENANCE FFP Option Period Five Landscaping/Grounds Maintenance/Pest Management. Period of Performance: 01 February 2013 through 31 August 2013.	7	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AE OPTION	OPTION PERIOD V SNOW/ICE REMOVAL FFP Option Period Five snow/Ice removal. Period of Performance: 01 February 2013 through 31 August 2013. Snow & ice removal actual services shall commence on 01 Feb conclude no earlier than 15 April. The contractor shall invoice for the months of January, February, March, April, October, November, and December throughout the term of the contract.	3	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002 OPTION	OPTION PERIOD V MGMT MEMENTOES/COINS FFP Option Period Five Management of Mementoes and Coins. Period of Performance: 01 February 2013 through 31 August 2013.	7	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003		7	Months	(b)(4)	(b)(4)
OPTION	OPTION PERIOD V SPECIAL EVENT SUPPORT FFP Option Period Five OSD Special Event Support. Period of Performance: 01 February 2013 through 31 August 2013.				
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5004		(b)(4)	Lump Sum	(b)(4)	(b)(4)
OPTION	OPTION PERIOD V PRE-PRICED IQ WORK FFP Option Period Five Pre-Priced Indefinite Quantity Work - MajorRepair/Minor Construction. Period of Performance: 01 February 2013 through 31 August 2013.				
MAX NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5005		(b)(4)	Lump Sum	(b)(4)	(b)(4)
OPTION	OPTION PERIOD V NON-PRICED IQ WORK FFP Option Period Five Non-Priced Indefinite Quantity Work - MajorRepair/Minor Construction. Period of Performance: 01 February 2013 through 31 August 2013.				
				MAX NET AMT	(b)(4)

PRICING SUMMARY

PRICING SUMMARY

PERIOD	PERIOD OF PERFORMANCE/TERM	AMOUNT
BASE PERIOD	01 SEPTEMBER 2008 – 31 JANUARY 2009	(b)(4)
OPTION PERIOD ONE	01 FEBRUARY 2009 – 31 JANUARY 2010	
OPTION PERIOD TWO	01 FEBRUARY 2010 – 31 JANUARY 2011	
OPTION PERIOD THREE	01 FEBRUARY 2011 – 31 JANUARY 2012	
OPTION PERIOD FOUR	01 FEBRUARY 2012 – 31 JANUARY 2013	
OPTION PERIOD FIVE	01 FEBRUARY 2013 – 31 AUGUST 2013	
TOTAL AMOUNT - BASE PLUS ALL OPTION PERIOD		\$5,660,520.00

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**PENTAGON MEMORIAL FACILITIES OPERATIONS SUPPORT SERVICES***(Revised: 06 May 2008 per Amendment 0003)***C.1.0 General**

1.1. Introduction. This is a combination fixed price and indefinite quantity contract to provide operation and maintenance services including repairs for the Pentagon Memorial located on the Pentagon Reservation (see **Attachment J-C1**, Pentagon Memorial Boundaries and Layout Map).

1.1.1. The Pentagon Memorial is a newly constructed site dedicated to the 184 victims of the 9/11 attack on the Pentagon. The focus of the Pentagon Memorial park is the one-hundred and eighty-four memorial units. Each unit is dedicated to an individual victim. The field of memorial units is arranged as a timeline of the victim's ages, from 3 to 71. The western edge of the site is defined with an "age wall" that grows an inch in height relative to the age represented by the rows of memorial units. The memorial includes formal landscaping.

1.1.2. *Day-to-day contract management will be accomplished by the Defense Facilities Directorate (DFD) of the Washington Headquarters Services (WHS). The Directorate provides real property management for DoD agencies at the Pentagon and other owned and leased facilities within the National Capital Region (NCR). Real property management includes restorations, renovations, repairs, new construction, alterations, operations, maintenance, security and emergency response required to conduct DoD activities.*

1.1.3. The Federal Facilities Division (FFD) is responsible for the operation, maintenance and repair of the Pentagon Reservation which includes the Pentagon, the Pentagon Heating and Refrigeration Plant, Federal Office Building #2 (FOB #2/Navy Annex), the Modular Office Complex and all Reservation grounds and parking areas. FFD is composed of two building management field offices.

1.1.4. One of these offices is the Pentagon Building Management Office (PBMO). PBMO is responsible for the Pentagon building, the Modular Office Complex and related grounds and parking areas. PBMO will serve as the primary Government point of contact for the Pentagon Memorial contract and provide the Contracting Officer Representative (COR).

1.2. Scope.

1.2.1. **Overview.** The contract encompasses all activities associated with the operation and maintenance, including repairs, of the two acre Pentagon Memorial. **Attachment J-C2** provides a list of the Pentagon Memorial equipment and systems to be maintained under this contract. The inventory is illustrative of the types of equipment and systems to be maintained under this contract. During the life of the contract, individual pieces of equipment or complete systems may be replaced. The Contractor is responsible for replacement of equipment and systems. The Pentagon Memorial is a unique structure serving as a work of art, a memorial of significant emotional power, and a functioning park with landscaping and moving water features. Each of these aspects presents major challenges to the performance of this contract. In combination, they require considerable orchestration of contractor resources coupled with a deep sensitivity to the significance of the memorial and the concerns of victims' families and the general public.

1.2.1.1. As a work of art, the maintenance and repair requirements demand special care because of the construction materials, e.g., granite, stainless steel.

1.2.1.2. *As a memorial, the site must be kept in an "Exceptional Appearance" condition during Standard Hours of Operation, hours based on Eastern Standard Time (10:00am-8:00pm) or Daylight Savings Time (10:00am-10:00pm) 24 hours a day, 365 days per year (e.g. includes all holidays). The same conditions will be met for special events regardless of time.*

1.2.1.3. As a park, the mechanical systems, electrical systems, illumination system, water flow systems, and landscaping present further challenges as a consequence of the design recognition the Memorial gives to each of the 184 individual units. Given the patriotic and

emotional significance and the high public visibility of this Memorial, special care is required to assure all that aspects of the Memorial function with a high degree of mechanical reliability and visual presentation.

- 1.2.2. Mechanical and electrical system maintenance. The most visible Memorial systems, and consequently those requiring the most intensive management, are the water pump and ancillary components that assure water flow through the individual memorial unit pools and the Memorial park illumination system.
 - 1.2.2.1. The nature of the required services is well within the abilities of typical maintenance and repair journeymen electricians, plumbers, and other mechanical tradesmen. However, the performance of this contract requires additional expertise and extensive experience maintaining and fine-tuning illuminated fountain systems.
 - 1.2.2.2. *Essentially, this is a memorial with 184 “fountains” in the sense that each individual memorial unit houses illumination and a pool of circulating water. In addition, there are landscaping watering systems as well, but these are not of unusual design.*
 - 1.2.2.3. *The central maintenance issue is the sheer number of separate, yet functionally related, individual memorials to be maintained. In addition, the Memorial systems are vulnerable to a variety of visitor and natural disruptions. For example, there are 184 pools with two water jets each to sustain the motion of the water across the pool. The jets are vulnerable to clogging, the pools are susceptible to the collection of debris and algae growth, the water basins are subject to staining, non-functioning light bulbs require replacement, and natural debris as well as visitor memento items may clog drains and filters.*
 - 1.2.2.4. Illumination is a key architectural aspect of the Memorial and, as such, requires constant surveillance to assure all bulbs are functioning properly.
 - 1.2.2.5. All system disruptions and visual blemishes must be addressed in a timely manner in order to preserve the overall “**Exceptional Appearance**” of the Memorial as envisioned by its designers and expected by the victims’ families and the public.
 - 1.2.2.6. In addition, an underground equipment control center (ECC) contains circulation pumps, sump pumps, electrical distribution systems, air-conditioning units, water heaters, water treatment system, controls system and a large water reservoir. Maintaining these systems requires a preventive maintenance program, predictive maintenance programs and repair capabilities.
- 1.2.3. Aesthetics. The nature of the work required to maintain Memorial cleanliness and orderliness are well within the abilities of the typical laborer. Principle duties are keeping the park free of litter, raking the gravel areas to ensure smoothness, removal of gravel from unit pools, polishing metal surfaces, cleaning stone faces, cleaning pavers and assuring the pools remain clean and clear. However, again, the sheer size, number, and physical arrangement of these areas present a supervisory and quality control challenge. Maintaining an “Exceptional Appearance” condition of the Memorial presents the most immediate and continuous contractor objective. The contractor effort is further complicated by the requirement to honor the privacy of visitors to the memorial. To that end, while considerable effort must be on-going, it must be accomplished in as unobtrusive manner as possible. Therefore, the contractor must balance the urgent requirement to perform maintenance, repair, and cleaning tasks with the equal need to maintain the lowest possible profile so as not to disturb the solemnity of visitors to the site. It goes without saying that the conduct of the workforce must be ever mindful of the emotional significance of the Memorial and the sensitivity of visitors, especially family members.
- 1.2.4. Landscaping. The Memorial contract also requires the skills of the landscaping trades. Each item of landscaping was selected and placed to enhance the overall design of the Memorial. For example, there are 86 Paper Bark Maple trees of varying size. The contract requires the landscaping aesthetics be preserved through routine landscaping maintenance activities and replacements as required. Landscaping is also an integral part of the structural boundary walls. The landscaping responsibilities include: irrigation of all landscaped areas; irrigation system maintenance/repair; soil analysis, remediation and maintenance of soil chemistry; complete maintenance of all turf areas including mowing, edging, and fertilizing; tree maintenance, pruning, fertilizing and new tree

planting; dead tree removal; complete plant bed maintenance including new planting, plant replacement, pruning, trimming, weeding, mulching, and fertilizing; and exterior pest and weed control.

- 1.2.5. Pool Water Treatment System. The most important aspect of the 184 “fountains” requiring the most intensive management is the water treatment system. The treatment initiated must be one that has been specifically formulated for each system and performed by a qualified Water Treatment Specialist in compliance with Groundwater, Storm water and Fountain Systems Operation and Maintenance Manuals and the terms and conditions of the EPA National Pollutant Discharge Elimination System (NPDES) permit.
- 1.2.6. Cleaning precautions. *As a unique artistic structure, aspects of this Memorial require specialized maintenance and repair techniques. Certain cleaning materials may permanently damage or mar surfaces. The design itself will present unique maintenance and repair challenges, e.g., the large number of reflecting pools. The cleaning and maintenance of the granite surfaces and the stainless steel surfaces require special products and techniques. The contractor’s proactive supervision of these key tasks is essential to avoid expensive damage to the Memorial. Following contract award the Government will provide the Contractor with the current warranty information, safety data, approved cleaning lists, methods, and materials as provided to the Government by the construction contractor.*
- 1.2.7. Access. *Vehicle access to the Pentagon Memorial is restricted. The requirement to pass through security checkpoints may introduce significant contractor delays in accessing the work site. The contractor will be allotted 1 parking slot for a standard sized work vehicle on the Pentagon Reservation. Temporary parking requests to support scheduled events will be handled by the COR on a case-by-case basis. These two considerations may significantly impact contractor work planning. The Contractor shall contact the COR 7 days in advance and provide landscaping or other truck and employee information so temporary access can be arranged as needed.*
- 1.2.8. Restrooms. *Currently, there are no permanent restroom facilities at the site. New permanent restrooms will be constructed under a separate contract. Until these facilities are constructed, this contract includes providing, installing, landscape screening, securing and maintaining a temporary ADA compliant restroom trailer. It is anticipated that the temporary restroom will be required for 24 months after contract award. Before installing landscape screening the contractor shall submit a temporary restroom landscape screening plan to the COR for approval. Landscape screening is not intended to provide a complete visual barrier but is required to visually breakup the mass of the temporary restroom structure and hinder direct views from the Memorial site area and from Rotary Road. Landscape screening shall be aesthetically pleasing, functional and provide year-round screening for three sides of the temporary restroom. The side of the temporary restroom directly facing the Secure Access Lane does not need to be screened. The contractor shall maintain the screening and immediately replace any screening material that dies, becomes diseased or otherwise unsightly. Contractor will be responsible to remove temporary restrooms and return area to its original condition. Contractor shall operate and maintain the newly constructed permanent restrooms following removal of the temporary restrooms. The contractor will be responsible for providing utility connections to the temporary restrooms from a designated demarcation point provided by PBMO at the designated trailer location. See **Attachment J-C3** for temporary restroom trailer requirements. The contractor will be responsible for installing a non-freeze faucet on the outside of the temporary restroom trailer to be utilized for watering of the sod and planting materials adjacent to the restroom trailer.*
- 1.2.9. Mementoes. *It is anticipated that visitors will leave mementoes at the site or at a specific memorial unit. These mementoes are to be collected daily, archived, tagged if associated with a specific unit, and stored by the contractor off-site up to 30 days until turned over to the COR for final disposition. The Contractor will be required to dispose of unwanted mementoes.*
- 1.2.10. Coins. *Visitors may deposit coins at individual memorial units, especially in the pools. These should be removed at frequent intervals so as to preserve the artistic integrity of the Memorial and to avoid plumbing issues. The coins are to be archived, secured and turned over to the COR for disposition.*

- 1.2.11. Initial Inventory. There will be an initial attic stock made available to the contractor. The PBMO office and the contractor shall conduct a joint inventory during Phase-In period and prior to Government accountability transfer of the attic stock. Upon contract completion, this inventory is to be restocked to original levels. Many attic stock items, e.g., the basket filters for the memorial pools, are unique and made specifically for this Memorial. In case the attic inventory is depleted, the Contractor will have the responsibility of having replacements made in accordance with original specifications. The PBMO office has the names of the sources of all Memorial components. **Appendix J-C4** provides the list of the Attic Stock.
- 1.2.12. Special Event Support. *When notified by the COR, the contractor is required to ensure that the Memorial is functionally and visually ready to accommodate scheduled special events. Depending upon the amount of advance notice, this may require a surge in contractor effort. In addition, the contractor shall support up to four scheduled wreath-laying ceremonies per scheduled day. The contractor is responsible for providing and maintaining a podium, wreath stands and 20 folding chairs. Special events will generally occur in the same location and set-up and take down of chairs, podium and other items in support of special events shall be accomplished daily (chairs and other items can't remain set-up overnight).*
- 1.2.13. Repairs. The cost of performing minor repairs is included in the fixed price. Minor repairs are defined as individual repairs that do not exceed \$2,000.00 (labor plus materials). Major repairs and minor construction may be ordered under the indefinite quantity portion of the contract.
- 1.2.14. Indefinite Quantity Work. Single repairs and minor construction from \$2,001.00 to \$100,000.00 may be ordered under the indefinite quantity portion of this contract.
- 1.2.15. Memorial Modifications. *As a work in progress, the Memorial may undergo significant modifications such as the installation of larger pool water circulating pumps and the retrofit of memorial unit lighting units during the performance period of this contract. Operation and maintenance of new or modified equipment is considered within scope of this contract.*
- 1.2.16. Visitors. Although difficult to predict, visitor volume may range from individuals to several bus loads arriving at one time. Most frequent period of visitation is anticipated to be during Standard Hours of Operation. During this period, it is paramount that the Memorial's appearance is "Exceptional" and all systems function as designed.
- 1.2.17. Snow removal. *The contract includes snow removal at the Memorial. Generally, this will encompass keeping pedestrian areas cleared and removal of snow from seating areas. See **Attachment J-C5** for limits of snow removal. The red line on the Attachment J-C5 drawing denotes the limits of snow removal.*

1.3. Applicable Documents

Publications	Title
Federal Hazard Communication Program (29 CFR 1910.1200)	http://www.ilpi.com/msds/osha/1910_1200.html
Hazardous waste operations and emergency response. - 1910.120	http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9765
Contractor Performance Assessment Report System (CPARS)	http://cpars.navy.mil/
Green Seal Product Standards	GS-37: GS Environmental Standard for General Purpose, Bathroom, and Glass Cleaners Used for Industrial and Institutional GS-40: Floor Care Products

	GS-08 Household Cleaners
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C.2.0 Definitions.

BOCC. *The Building Operations Command Center (BOCC) is the primary location for the Pentagon Building Management Office to monitor all facility infrastructure systems and provide customer care functions. The BOCC acts as a customer call center and produces work orders for Pentagon reservation services. This service is provided 365 days a year 24/7 and routed accordingly.*

COR. Contracting Officer’s Representative. Individual appointed by the Contracting Officer to act on behalf of the Contracting Officer within the limits of authority contained in the COR designation letter.

“Exceptional Appearance” – Physical appearance consistent with that anticipated for a memorial dedicated to the victims of the 9/11 attack on the Pentagon. A performance standard that reflects an appreciation of the visual and performance expectations of Memorial visitors, especially family members. Extends to the general appearance of the Memorial with particular emphasis on the individual unit memorials. While not requiring perfection, the effort to produce this end result is characterized by an on-going activity to remove imperfections visually obvious to the casual observer and that would be negatively viewed as a sign of lack of care or disrespect and surpassing what is common, usual, or average. Efforts to produce this “exceptional appearance” condition should be especially evident during Standard Hours of Operation, hours based on Eastern Standard Time (10:00 AM - 8:00 PM) or Daylight Savings Time (10:00AM -10:00 PM) 24 hours a day, 365 days per year (e.g. includes all holidays) and in support of scheduled special events.

Emergency – A situation requiring immediate action to eliminate hazards to personnel or equipment, to prevent loss of or damage to property, or to restore essential services or functions that have been disrupted.

Emergency Service Call - Requires immediate response after receipt, Contractor on-site within two (2) hours. Response requires continuous work without interruption to arrest the condition before departing the job site. If further labor and material is required to complete the service call, the work will be completed within the time requirements of a routine service call.

Inspection System - The Contractor’s system of controlling the equipment, systems, or services to insure that requirements of the contract are met. The Contractor is responsible for meeting requirements without Government assistance.

Major Repair - *Repairs with estimated costs from \$2,001 to \$100,000 (labor and material). Major repairs may be acquired under the indefinite quantity portion of the contract. Major repairs are subject to the Davis-Bacon Act.*

Maintenance services - Preventive maintenance, tours, watches, service calls, and minor repairs to Memorial operating equipment and systems. The day-to-day, periodic, or scheduled work required to preserve real property or equipment to such a condition that it may be effectively utilized for its designated purpose. The term includes work undertaken to prevent damage and/or failure that otherwise would be more costly to restore.

Maximo - *Computerized Maintenance Management System that enables service call data tracking and Building Operations and Maintenance tracking of equipment and reporting information related to service calls, preventative maintenance, repairs, and work order requests from receipt to completion.*

Minor Construction - New construction work ordered under the indefinite quantity portion of this contract with an estimated cost from \$2,001 to \$100,000 (labor plus material). Minor construction work is subject to the Davis-Bacon Act.

Minor Repair - The estimated cost of repair is \$2,000 or less (labor plus material). Minor repairs are included in the fixed-price portion of the contract and are subject to the Service Contract Act.

OEM - Original Equipment Manufacturer

On-Site Representative - A person designated in writing by the contractor who has the authority to act for the contractor on a day-to-day basis at the work site and to accept and sign for notices of deductions, inspection reports, and all other correspondence on behalf of the contractor

Operator Maintenance - Operator maintenance includes, but is not limited to, brushing pools, cleaning filtering devices (bar screens, grates, etc.); inspection for excessive wear, damage, leaks and corrosion; checks of equipment for excessive noise, vibration and overheating; checking of fluid levels; operator corrosion control; check for proper operation of instrumentation and safety devices; and reporting of mechanical deficiencies for correction or repair. The operator shall report any deficiencies requiring repairs in a timely manner especially if urgent or emergent. All operator maintenance shall be accomplished in accordance with applicable SOMMs or suggested manufacturer requirements. Any deviation to the requirements is subject to the Contracting Officer's approval.

Pest - All infestations and infections indigenous to plants, i.e., insects, mites, diseases, nematodes, snails and slugs.

Plumbing System - Consists of, but not limited to, all water distribution lines for landscaping and memorial unit pools, pumps, water heaters, distribution boxes, valves, piping, fittings, filters, fixtures, gauges, and nozzles. Systems are very sensitive and must remain finely tuned. Adjustments shall be made only by qualified individuals.

Preventive Maintenance Program - Includes, but not be limited to, periodic inspection, testing, cleaning, touch-up painting, lubrication, and adjustment; insulation of equipment; lubricating and oil replacement; filter cleaning and replacement; minor parts replacement, and repairs required to keep systems and equipment in optimum operating condition and to minimize malfunction, breakdown, and deterioration of equipment and comply with OEM requirements. Except as otherwise specified, the minimum scope of frequency of preventive maintenance will be at least the same standard and frequency specified in the SOMMs or manufactures recommendations. Any deviation to the requirements is subject to the Contracting Officer's approval.

Prime Memorial Visiting Hours - The Memorial is open to the public 24 hours a day, 365 days a year, (e.g. includes all holidays). The prime memorial visiting hours are projected to be between the hours of (10:00am-8:00pm) Eastern Standard Time or (10:00am-10:00pm) Daylight Savings Time.

Pathway – A designated paver/concrete path for pedestrians to travel in and around the Memorial.

Remote Delivery Facility (RDF) – The designated vehicle entry control point for security screening of all vehicles and material being brought onto the Pentagon reservation.

Repair - The restoration of a system, to include collateral equipment, to a condition substantially equivalent to its original intended and designed capacity, efficiency or capability. It includes the replacement of systems and collateral equipment necessitated by incipient or actual breakdown. Repair may be adjustment, overhaul, reprocessing, or replacement of constituent parts or materials that are missing or have deteriorated by action of the elements or usage, or replacement of the entire unit or system if beyond economical repair. Routine minor repairs are covered by the Service Contract Act.

Service Calls - Service calls are defined as unscheduled maintenance and routine minor repair; alteration; fabrication of miscellaneous items; installation of equipment and miscellaneous items; relocation of equipment, materials, and devices; and miscellaneous services. Material costs include parts or entire unit replacement if repair is

not economically feasible. All service call work estimated to cost \$2,000 or less (labor plus material) is included in the firm fixed-price portion of the contract.

SOMM - System Operation Maintenance Manuals. These manuals will be available at the PBMO office.

Standard Hours of Operation – Standard Operating Hours are based on Eastern Standard Time (10:00am-8:00pm) or Daylight Savings Time (10:00am-10:00pm), 365 days per year (e.g. includes all holidays).

C.3.0 Government Furnished.

- 3.1. The Government will provide the contractor a space for attic stock items. The Contractor shall make no alterations to this storage space without specific written permission from the COR. The contractor shall return the facilities to the Government in the same condition as received given normal wear and tear. The type of space, square footage, and space location are contained in the table below.

Government Provided Space		
Type of Space	Square Footage	Location
Attic Inventory Space	400	PLC2 Bridge Storage
Special Event Storage Space	~ 400	<i>To be determined after contract award</i>
Office Space	~ 100	<i>To be determined after contract award</i>

- 3.2. The Government will provide access to as-built drawings, SOMMS, manufacturer requirements, and other construction and maintenance related documents and manuals at the PBMO office.
- 3.3. The Government will provide Information Assurance training and a Common Access Card (CAC) upon completion of network training.
- 3.4. The Government will provide up to five weeks of memorial site specific training and one week of MAXIMO training.
- 3.5. *Warranties. All Memorial Park equipment and planting materials are covered by the construction contract warranty during the first year of Park operations (31 August 2008 thru 31 August 2009).*

C.4.0 Contractor Furnished.

- 4.1. The contractor shall provide all labor, supervision, tools, materials, transportation, and management to perform preventive maintenance, service calls, and repairs (minor and possibly major) for all equipment, systems, facilities, grounds designated to the Pentagon Memorial.
- 4.2. *Contractor shall manage the attic stock inventory and restore to original stock levels annually and upon termination of the contract. Attachment J-C4A is consumable attic stock items that the Contractor shall restock under the fixed price of this contract. Attachment J-C4B are specialty items that will be restocked under the Indefinite Quantity portion of the contract.*
- 4.3. Contractor shall provide, secure and maintain an ADA compliant restroom trailer at the Memorial site until permanent facilities are constructed.
- 4.4. The Contractor shall submit to the COR a list indicating the name of the manufacturer, the brand name, and the intended use of each of the materials, proposed for use in the performance of this contract. The Contractor shall not use any materials, chemicals, or compounds which are not recommended by the equipment manufacturer or the COR determines would be unsuitable for the intended purpose or harmful to the surfaces to which applied or, as might be the case for such items as paper or soap products, unsatisfactory for use by government.
- 4.5. Any material which the COR suspects does not meet Federal specifications or standards shall be tested at the Contractor's expense by an independent testing laboratory qualified to perform such tests as are required. A copy of the laboratory report giving the results of the test and a sample of each product, if

requested, shall be submitted to the COR. These products shall meet the requirements established by applicable Federal specifications and standards or be considered unacceptable for use.

- 4.6. **Material Safety Data Sheets (MSDS).** The Contractor shall comply with all applicable provisions of the Federal Hazard Communication Program (29 CFR 1910.1200). The Contractor shall provide the COR with a MSDS for each material in use or stored on the Pentagon Reservation. In addition, within 30 days of contract award, the Contractor shall provide the COR with the approximate quantities (i.e., \pm ten percent) and the location(s) of all materials requiring an MSDS stored by the Contractor on the Pentagon Reservation. The Contractor shall update this information at least once each quarter or more frequently when quantities for any material change by more than ten percent for any single product. The Contracting Officer or COR reserves the right to disapprove of any materials or chemicals.
- 4.7. **Environmentally Preferred Products (EPP):** The Contractor shall meet or exceed the mandatory environmental preferable criteria and required consistencies and incorporated in the Contractor's Stewardship Plan as specified in paragraph C-6.10 for all of the chemical cleaning-products used during the performance of the contract.
- 4.8. **Uniforms:** The Contractor shall require its employees, supervisors and sub-contractors to wear distinctive uniform clothing, safety shoes and shall assure that every employee is in uniform upon contract start date. Employees shall wear uniforms consisting of shirts and trousers, coveralls, or smocks for men, and dresses, and blouses with skirts or slacks, or smocks, as appropriate, for women. The uniform shall have the Contractor's name, easily identifiable, permanently attached above the waist. The color or color combination of the Contractor's uniforms worn on the Pentagon Reservation shall be approved, in advance, by the COR. Unless the performance of a particular task requires otherwise, the Contractor's employees shall maintain an appearance that is neat and clean, and reflects favorably upon both the Contractor and the Department of Defense.

C.5.0 Specific Requirements.

5.1. Required Tasks under Firm Fixed Price.

- 5.1.1. Contractor shall provide maintenance services, including preventive maintenance, minor repairs, and service call response for the Pentagon Memorial that results in extending the useful life of equipment, minimizing down time, and assuring that operating equipment and systems are performing at peak efficiency. The contractor shall perform maintenance that requires shutting down major systems, such as the water pump or illumination, outside of Prime Memorial Visiting Hours, unless approved by the COR.
- 5.1.2. *Contractor shall provide landscape maintenance services characterized by an all encompassing, environmentally sound horticulture program. Attachment J-C6 contains 5 drawings showing the Memorial Planting Plan. Drawing B02LP02 of Attachment J-C6 also contains the Plant Schedule detailing the plants and trees to be maintained under this contract. Attachment J-C7 contains 5 drawings showing the Memorial Irrigation Plan. The Contractor's program shall include the management and beautification of formal grounds and informal grounds of the Memorial. Contractor shall assure the Memorial grounds are maintained to accommodate multi-functional activities, such as visitors and scheduled official ceremonies. The Contractor shall follow the philosophy and strategies of integrated pest management (IPM) to assure the protection of human health and safety, the protection of wildlife, the prevention of phototoxic responses on desirable plant life, and prevention of pollution of water resources.*
 - 5.1.2.1. The contractor shall provide grounds keeping services, which would reflect an "Exceptional Appearance" condition during prime visiting hours.
 - 5.1.2.1.1. Grass shall be no higher than 3 inches.
 - 5.1.2.1.2. Tree health shall be maintained at an "Exceptional Appearance" level.
 - 5.1.2.1.2.1. Inspection examples should include recording discoloration of leaves over time, leaf size recorded, deformed growth, etc.
 - 5.1.2.1.3. Plant health shall be maintained at an "Exceptional Appearance" level. The contractor shall have 98% of all plants maintained to an "Exceptional Condition"

- during prime visiting hours. Any plant that does not meet the condition, the contractor shall replace the plant within 72 hours.
- 5.1.3. The Contractor shall provide a pool water treatment program that will control corrosion, prevent scale, algae, and slime in all groundwater control, fountain, heating and air-conditioning equipments/systems throughout the Memorial in compliance with the terms and conditions of the EPA **NPDES** permit and using suitable slime inhibitors, algaecides, or EPA registered biocides. The pools shall maintain an “Exceptional Appearance” free of trash and debris during the prime visiting hours.
- 5.1.3.1. The water treatment must prevent the buildup of algae and adherent mineral deposits (scale) on the heat transfer surfaces of the equipment or systems being treated. Where temperatures, pressures, or other operating data indicate that the scale control program is not adequate, the Contractor shall clean the equipment immediately, check the treatment for accuracy, and thereafter maintain temperatures, pressures, and other pertinent factors within the limits specified by the manufacturer of the equipment.
- 5.1.3.2. Chemical application to pool water will be performed in the early morning and must be completed prior to daylight.
- 5.1.3.3. Maintain proper pH level in fountains (7.2 to 7.8)
- 5.1.3.4. A detailed log of chemical treatment must be maintained and kept available on-site at all times for PBMO or EPA inspection.
- 5.1.3.5. The corrosion control program shall consist of using suitable inhibitors and pH control in accordance with the most recent EPA, State and local regulations regarding this type of program.
- 5.1.4. Contractor shall maintain the Contractor furnished ADA compliant restroom trailer at the Memorial site. The Contractor shall provide a full range of support janitorial services, including vacuuming, sweeping, dusting, scrubbing, floor maintenance, and toilet cleaning of the restroom facilities as well as repairs. The restrooms shall be maintained and cleaned to achieve an “Exceptional Appearance” condition throughout the prime visiting hours. The contractor shall unlock the restrooms at the start of each day. The contractor shall close and secure the restrooms at the end of each day.
- 5.1.5. The Contractor shall provide continuous policing of the park to maintain a well-maintained, clean, safe, and healthful environment for visitors.
- 5.1.6. The contractor shall have 98% of all memorial site lighting working during prime visiting hours.
- 5.1.7. *The Contractor shall provide trash removal services that remove and dispose of trash and debris at the Memorial site. At onset of Contract, the site will have 3 (bomb-proof) trash containers. However if more are required they will be ordered under the Indefinite Quantity portion of the contract. The additional containers must match existing in appearance and performance. The Contractor shall provide trash pickups on a scheduled or on-call basis, as necessary to meet the workload. No trash storage is allowed on or around the memorial site. Trash will have to be transported to the trash dumpster at the RDF to keep memorial site in "Exceptional Appearance" condition.*
- 5.1.8. The Contractor shall provide special event support as requested. Under OSD's Special Events Program, individuals or organizations may request special event support for authorized scheduled events and activities. The Contractor shall have all pools fully operational for special events. Contractor shall support scheduled special events by ensuring Memorial site is fully functional and in an “Exceptional Appearance” condition.
- 5.1.8.1. The contractor must be able to support up to four scheduled wreath-laying ceremonies per scheduled day. Support is limited to providing folding chairs, a podium with built in speaker and stands constructed specifically to hold the wreaths.
- 5.1.9. The Contractor shall respond to authorized service calls and resolve issues within 24 hours.
- 5.1.10. The contractor shall maintain the flag on the memorial site. The flag shall be without frays, discoloration, etc. and maintained at an “Exceptional Appearance” condition.
- 5.1.11. *Contractor shall perform all service calls and minor repairs.*
- 5.1.11.1. *The contractor shall create their own service calls tickets in MAXIMO, which would be derived from their daily inspection tours.*

- 5.1.11.2. *The BOCC will issue the contractor service calls from the Contracting Officer, COR, Memorial Visitors, and the PBMO office.*
- 5.1.12. *Contractor shall maintain the Memorial in an “Exceptional Appearance” physical condition. The Contractor shall strictly adhere to all required care and maintenance procedures established for Memorial surfaces such as granite, stainless steel, pavers, walls, benches and quarried rock. The Memorial care restrictions will be available after contract award at the PBMO office..*
- 5.1.12.1. *Pavers shall not be uneven, loose, or cracked at anytime. There shall be no gum litter or weed growth between pavers.*
- 5.1.12.2. *Gravel shall be level and free of bare spots to maintain an “Exceptional Appearance” condition during prime visiting hours.*
- 5.1.12.3. *Granite shall be free of gum litter, scratches, cracks, and/or loose connection points to the age wall or pool benches to maintain “Exceptional Appearance” condition during prime visiting hours.*
- 5.1.12.4. *There shall be no graffiti or gum litter on any structure. If graffiti is found, the contractor shall contact the COR immediately so the Pentagon Force Protection Agency can investigate.*
- 5.1.13. *Daily, the Contractor shall remove all mementoes left at the Memorial. To facilitate delivery to victim’s relatives, the Contractor shall tag, archive and secure all mementoes, including coins, left at Memorial. Final disposition of all mementoes will be determined by the COR. Until final disposition is determined by the COR, the Contractor will hold those items that are durable and may be considered mementos. Those that are perishable (such as flowers) or may be reasonably assumed trash will be disposed of in a considerate manner.*
- 5.1.14. *The Contractor shall provide a Pest Management Plan to include rodent control, insect control and waterfowl management.*
- 5.1.15. *The Contractor shall remove snow and treat for ice at the Memorial. Once it is determined that snow and ice removal services are required, the COR will notify the Contractor to start work. The Contractor shall commence snow and ice removal within two (2) hours of notification. The Contractor shall remain on site until the COR gives notification to stop work. The Contractor shall remove accumulations of snow from the memorial park benches, walls, and other areas utilized by visitors. The Contractor shall not use any chemicals in conjunction with snow removal or ice control. The Contractor shall avoid devices that could deposit snow and debris into the memorial unit pools. Only rubber bladed snow blowers will be authorized. Snow shall not be “piled-up” within the Memorial. If directed to haul snow, the contractor will coordinate with the PBMO for a site to receive the snow on the Pentagon Reservation.*
- 5.1.15.1. *The hard paths will be cleared of snow. Contractor cannot use de-icer or sand in the memorial park.*
- 5.1.15.2. *The contractor will clear the walkway to the temporary restroom.*
- 5.1.15.3. *The contractor will remove snow from the benches along the wall adjacent to the hard walkway.*
- 5.1.15.4. *The Bike path is the responsibility of the PBMO Snow and Ice Control contract, however the Contractor is responsible for snow and ice removal along any portion of the path that is part of the path to the temporary restroom.*
- 5.1.16. *The Contractor’s performance shall be evaluated on meeting the snow and ice removal schedule time frame(s) below.*

SNOW AND ICE REMOVAL SCHEDULE	
INCHES OF ACCUMULATION	TOTAL TIME ALLOWED FOR <u>FINAL</u> REMOVAL OF SNOW AND ICE
UP TO 2 INCHES	2 HOURS
2 ½ TO 4 INCHES	4 HOURS
4 ½ TO 8 INCHES	8 HOURS
8 ½ TO 12 INCHES	12 HOURS
OVER 12 INCHES	16 HOURS

NOTE: Final removal of snow and ice shall commence once measurable frozen precipitation ends and shall be completed within the time frame allowed for the increment of accumulation recorded. The total accumulation shall be determined by the amount of snowfall recorded at the Ronald Reagan Washington National Airport, by the National Weather Service for each period of performance. Snowfall recorded in fractions of an inch shall be rounded to the nearest inch (a recording of .5 shall be rounded upward).

5.2. Indefinite Quantity Work.

- 5.2.1. During the base and all option years work ordered under the Indefinite Quantity portion of the contract shall be at the firm fixed-price unit prices specified in the current R.S. Means Cost Data books. All Indefinite Quantity work is subject to the requirements of the Davis-Bacon Act. Delivery or performance shall be made only as authorized by task orders issued in accordance with FAR clause 52.216-18. Task orders, issued on DD Form 1155 by the Contracting Officer, may only be modified by the Contracting Officer. Modifications will be accomplished by issuance of a formal modification (SF 30). The fixed price of each task order will be determined using the applicable total bare costs unit price contained in the R.S. Means Cost Data Books multiplied by the contract coefficient for normal working hours, coefficient for other than normal working hours, or coefficient for non-prepriced items. R.S. Means “bare costs” for material is the bare material cost including delivery to the job site with no overhead, profit or sales tax included and the “bare” labor costs is derived by multiplying bare labor-hour costs for a “crew” by the labor-hour units. If applicable, “bare” equipment costs are included in the total “bare” cost. The total “bare” unit price is the arithmetic total of the three (material, labor and equipment). For work requiring only labor or where there is no applicable R.S. Means unit price that includes the required material (non-prepriced material), R.S. Means “bare” labor rates will be used to price the labor for the task order. R. S. Means City Cost Indexes (“multipliers”) will not be added to the unit price. The order of precedence for use of the R.S. Means books is as follows:

- Repair and Remodeling Cost Data;
- Mechanical Cost Data;
- Electrical Cost Data;
- Plumbing Cost Data;
- Facilities Construction Cost Data;
- Building Construction Cost Data

- 5.2.2. The Means Cost Data Books are incorporated into the contract by reference. Within 10 calendar days after award, the Contractor shall provide the Contracting Officer with two complete sets of the print and CD-ROM version of the R.S. Means Cost Data books identified above.
- 5.2.3. Prices for the option periods will be at the unit prices specified in the R.S. Means as adjusted for inflation/deflation in the annual publication updates. There will be no adjustments to the Contractor’s coefficients during the term of this contract. For the purpose of pricing work under this contract, the new editions will become effective upon issuance, but not later than 31 January of each year. The contractor shall provide the Contracting Officer with two complete sets of the annual publication updated editions within 10 days of issuance. Updates shall be provided in print form and on CD. Any change in the applicable minimum hourly wage rates during the entire term of the contract, including any option years, shall not change the unit price paid by the Government for work performed under the Indefinite Quantity portion of this contract.
- 5.2.4. **Cost Proposals for Task Orders.** The Government will issue a request for proposal for each task order providing a preliminary scope of work, sketches and/or drawings if required, any applicable special considerations, the estimated cost range of the task order and the required completion date. If a site visit is required, the Contractor shall contact the COR within one workday of receipt of the request for proposal for the purpose of scheduling a site visit. During the site visit the Contractor and the COR shall discuss the specifics of the requirement. If required the Government will identify the new cost range or completion date as a result of any changes discovered during the site visit. After the site visit, the contractor shall prepare a detailed scope of work and a cost proposal, including submittals for approval, based on the following proposal submission schedule:

<u>Cost Range</u>	<u>Proposal Preparation Time</u>
\$2,000 - \$10,000	5 Calendar Days
\$10,001 - \$25,000	10 Calendar Days
\$25,001 - \$100,000	15 Calendar Days

- 5.2.5. Cost proposals shall be prepared using Excel. All electronic files shall have the work request number, initials of estimator and date.
- 5.2.6. The Contractor's proposal must be supported by necessary documentation to indicate that adequate planning to accomplish the requirement has been performed. Documentation might include catalog cuts, specifications, a preliminary schedule indicating mobilization, submittals, material lead times, performance, phasing, identification of subcontractors, etc. The Government reserves the right to duplicate, use and disclose in any manner and for any purpose task order proposal documentation delivered under this contract.
- 5.2.7. If at any time during proposal preparation the Contractor's estimate appears to be more than 10% of the Government cost range, the Contractor will stop proposal preparation and notify the Contracting Officer. If the requirement is cancelled prior to issuance of a task order, the Contractor will not be compensated for any proposal preparation cost. The Contractor may be required to make several site visits per project for scope of work changes. The Government makes no guarantee that the work will be issued to the Contractor. The Government has the option of performing the work using Government forces or other means including using another contract.
- 5.2.8. Any waste or excess material quantities are incidental costs included within the contract coefficient unless explicitly stated otherwise. Quantities used on individual task order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste. All fasteners such as screws, nails, adhesive, and associated miscellaneous materials are included in the R.S. Means material costs for normal installation. All ancillary efforts, including but not limited to, daily and final site cleanup, disposal of water and salvageable material costs, permits, utility scoping, facility protection, safety, quality control, fire protection, and any other work required by the contract including compliance with security requirements and material delivery requirements required by Pentagon security shall be performed at no additional cost to the Government.
- 5.2.9. Following receipt and evaluation of the Contractor's proposal, the Government has the option of (1) performing the work using another contract or in-house forces, (2) issuing a task order to the Contractor without negotiations or (3) contacting the Contractor to schedule negotiations.
- 5.2.10. **Task Orders.** Task orders will be firm fixed-price and will include the agreed upon completion date. The Contractor shall complete all task orders by the required date. Where unforeseen conditions cause delays, the completion date may be extended only as negotiated and modified in the task order. The Government may include liquidated damages on individual task orders as determined necessary by the Contracting Officer. If the Contractor fails to complete work within the time specified in the task order, the Contractor shall pay liquidated damages to the Government for each calendar day of delay until the work is completed. The following schedule will be used to calculate liquidated damages:

Task Order Liquidated Damages Cost Per Calendar Day

<u>Task Order Amount</u>	<u>Liquidated Damages</u>
Up to \$25,000	\$80
\$25,000 to \$50,000	\$110
\$50,000 to \$100,000	\$140

- 5.2.11. In the event of any inconsistency in the contract documents provided to the Contractor in the fixed price task order documents, precedence will be as follows:

Scope of Work
Specifications
Drawings

5.2.12. **Non-Prepriced Work.** The Government may require the provision of non-prepriced items for work, (warranty work) which is not covered by the R.S. Means estimating data books but required to complete the scope of work. The Contractor’s proposal for non-prepriced line items shall be considered, as submitted, provided the contractor ensures that fair and reasonable prices are obtained for services or material under \$3,000.00. For services or materials in excess of \$3, 000.00 the Contractor shall obtain a minimum of three written competitive quotes from firms that normally perform or are qualified to perform the task. Proposals for task orders containing non-prepriced items(s) shall include the following for each component or job required to perform each proposed non-prepriced item:

- Item Description
- Direct Labor Hours
- Labor Rate
- Hourly fringe benefit rate for the trade performing the job
- Description of proposed material
- Number of units of material
- Cost per unit of material (direct/bare costs only)
- Description of proposed equipment
- Time required for equipment
- Ownership/operating or rental rate of equipment (direct/bare costs only)

- 5.3. Performance-based Matrix: The Performance-based Matrix below summarizes the key performance requirements, standards of performance, and methods of Government surveillance for this contract.
- 5.3.1. The primary incentive mechanism for this contract, other than payment of contract price, will be the use of the Contractor Performance Assessment Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the library of automated CPARs. A CPAR assesses a contractor's performance annually (or interim reports, if necessary) and provides a record, both positive and negative, on a given contractor during a specific period of time. These reports are forwarded to the Past Performance Information Retrieval System (PPIRS) and remain available to all Government agencies for source selection purposes for a period of three years.
- 5.3.2. Each assessment is based on objective and subjective factors and supported by program and contract management data, such as cost performance reports, memorial visitor comments, quality reviews, technical interchange meetings, financial solvency assessments, contractor operations reviews, and functional performance evaluations.
- 5.3.3. It should be noted that of the five rating categories, the top two (Dark Blue and Purple) require performance that both meets all contractual requirements and exceeds some requirements to the Government’s benefit at no additional cost. To earn the top two rating categories on this contract, the contractor should focus on the standard of maintaining the Memorial in an “Exceptionally Appearance ” condition (See C.2 Definitions). Although this is a highly subjective standard, this is not an ordinary service contract. The Contractor is maintaining a Memorial of nation-wide interest and importance. As a Memorial, its impact is both visual and emotional. The Contractor’s efforts to balance cost effectiveness with the sustainment of that impact will in large measure determine the assessments of its performance. Less than exceptional performance on this contract is not readily addressed by deductions for loss in service value. The Pentagon Memorial is the first of three 9/11 memorial sites to be completed and, as such, will gain and remain a key focus of nation-wide remembrance. The Contractor should be positively motivated to assuring the sustained projection of that “Exceptionally Appearance” image.

Performance Requirement	Performance Standard (Acceptable Quality Level)	Method of Assessment
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Performance Requirement	Performance Standard (Acceptable Quality Level)	Method of Assessment
The Contractor shall provide operations, maintenance, and repair services for the Pentagon Memorial.	Pentagon Memorial' must be kept and maintained in "Exceptional Appearance"	Periodic inspections.
	The Memorial's electrical, mechanical, illumination, and water systems function in accordance with design and manufacturer's specifications.	Pentagon Memorial Fund comments
	The Contractor demonstrates an awareness of and respect for the emotional impact of the Memorial on visitors both in terms of the quality of work and deference to visitor needs during Contractor performance.	Visitor comments.
	Landscaping healthy, aesthetically and functionally acceptable 100 percent of the time.	Interim and final CPARS reports.
	Contractor reprioritizes work in response to Government identified short suspense, sensitive support requirements.	
	All work is in conformance with approved and accepted industry standards including ASME, OSHA, IEEE, NFPA and ASHRAE, equipment manufacturer standards; all applicable local, state, and federal standards; laws, regulations, building codes, and safety codes.	
	Contractor's exhibits reasonable and cooperative behavior and a commitment to customer satisfaction; a business-like concern for the interest of the Government, and sensitivity to the expectations of Memorial visitors.	

C.6.0 Administrative Requirements.

- 6.1. Prime Memorial Visiting Hours. Although the Memorial is open to the public 24 hours a day, 365 days a year, including holidays the prime visiting hours are projected to be between the hours of Eastern Standard Time (10:00am-8:00pm) or Daylight Savings Time (10:00am-10:00pm). The Contractor shall minimize activities during this period that would unnecessarily detract from visitor access and disrupt the solemnity of the Memorial Site.
- 6.2. Standard Hours of Operation. The contractor's normal operating hours shall be based on Eastern Standard Time (10:00am-8:00pm) or Daylight Savings Time (10:00am-10:00pm), 7 days a week, 365 days a year, including holidays.
- 6.3. Non-standard Operating Hours. The contractor may be required to perform during non-standard operating hours. Nonstandard operating hours are defined as the period from (8:00pm-10:00am) Eastern Standard Time or (10:00pm-10:00am) Daylight Savings Time, 7 days a week, 365 days a year, including holidays.
- 6.4. Entry Control Point. *The hours for the Entry Control Point are Monday-Friday 5am-5pm and closed on weekends. Access on week days 5pm-5am and weekends must be provided in writing to the COR (7) days in advance to meet Pentagon Force Protection Agency (PFPA) security requirements.*
- 6.5. On-Site Technical Representative. *An On-Site Technical Representative shall be present on-site during Standard Hours of Operation and at all times when the contractor work is in progress. A Contractor Technical Representative shall be available telephonically 24-hours a day, 7-days per week, 365-days per year.*
- 6.6. Environmental Management. In order to comply with federally mandated environmental preference programs and Department of Defense (DOD) "Green Procurement Program" (GPP) policy, the Government requires the use of environmentally preferable products and services. These program elements include: recovered material products, energy and water efficient products, alternative fuels and

fuel efficiency, bio-based products, non-ozone depleting substances, priority chemicals, and environmentally preferable products. These program elements are described on the Office of the Federal Environment Executive website (<http://www.ofee.gov>).

- 6.7. Custodial Products and Materials. Custodial cleaning products required in the performance of this SOW shall meet at a minimum, Green Seal Product Standards (<http://www.greenseal.org/findaproduct/index.cfm>).
- 6.8. Memorial Operating Plan. The Contractor shall submit to the COR for approval a Memorial Operating Plan not later than 10 working days after contract award. The detailed Memorial Operating Plan shall contain the operating and maintenance procedures for all major equipment and systems; establish procedures for documenting the operating, maintenance and repair history of equipment and systems; and provide a centralized reference to the schedules, reports, personnel responsibilities, and approach to the work under this contract. The Memorial Operating Plan shall include, but is not limited to:
 - 6.8.1. Operation, maintenance, and repair records. The contractor shall maintain an equipment file in hard copy and in electronic format for each piece of equipment listed as a part of the MAXIMO system. The contractor shall daily fill out an Operation Logbook that lists equipment currently operating, problems occurred, and PM performed.
 - 6.8.2. Maintenance schedules, procedures, and guides.
 - 6.8.3. Monthly Preventative Maintenance Reports.
 - 6.8.4. Service Call procedures and weekly reports to COR.
 - 6.8.5. Repair procedures for all systems.
 - 6.8.6. Water treatment plan and initial water treatment analysis and report.
 - 6.8.7. Quality Control Plan. In compliance with the contract, section entitled "Inspection of Services - Fixed Price, FAR 52.246-4, the contractor shall provide a Quality Control (QC) Plan. The contractor shall develop and maintain a quality control program to ensure the quality, timely, and efficient Memorial operations, maintenance, and minor repair in accordance with this contract, applicable laws and regulations, appropriate standards, manufacturer recommendations, utility codes, and commercial practices.
 - 6.8.8. Pest Management Plan web link will be provided to contractor by COR upon completion of information assurance training.
 - 6.8.9. Grounds Maintenance and Landscaping Materials Schedule.
 - 6.8.10. Contingency plans for loss of the Contractor's on-site personnel (e.g., strike, walkout, injury, abrupt resignation); utilities curtailment, and accidental spills of hazardous materials.
- 6.9. Records and Reports.
 - 6.9.1. The contractor shall turn over all records and copies of reports to the COR within five calendar days after contract completion or termination.
 - 6.9.2. Inoperable Equipment Report. The contractor shall immediately report to the COR any inoperable major equipment or system that impacts the Memorial, or becomes inoperable during the workday.
 - 6.9.3. The contractor shall provide all submittals and requested data in Portable Document Format (PDF) format, except when required in hardcopy by the COR. Staffing Plan. Within 10 days after contract award, the Contractor shall submit a staffing plan to the Contracting Officer that identifies all personnel expected to be employed in the performance of this contract. Additionally the plan shall identify key personnel including the roles and responsibilities of the staff.
- 6.10. Management and Environmental Stewardship Plan (MESP). Within 10 days after contract award the Contractor shall submit a MESP for approval by the Contracting Officer. The Contractor shall make such revisions to the MESP as are deemed necessary by the Contracting Officer. The MESP will be reviewed and updated annually, and as required by the Contracting Officer. The Contractor shall include in the MESP:
 - Their written policy stating its commitment to environmental management, employee health and safety, and the use of environmentally preferable products.
 - The establishment and facilitation of a Stewardship Task Force to be composed of Contractor and Government representatives to convene quarterly at minimum, to review all aspects of performance involving specific undertakings of this MESP
 - A comprehensive list of materials, their associated label and MSDS, and the intended purpose of each material to be used on this contract. Once this materials list is approved by the Contracting

Officer , the Contractor shall only use materials from this list in the building. Any alternative material must be approved in writing by the Contracting Officer.

- .A plan of how it will keep abreast of the development and increasing availability of EPP and how EPP products will be incorporated into contract performance.
- .A plan of how it will conform to the Comprehensive Procurement Guidelines (CPG) published by EPA with respect to recovered material products. The Contractor shall update its MESP to accommodate CPG revisions. The Contractor shall estimate the quantities of recycled-content and EPP that shall be purchased during the term of this Contract.
- .Name of individual identified as Stewardship Coordinator who will serve as the point person for all environmental performance issues and participate in the Government's Stewardship Task Force Committee (ASTM Standard - Stewardship in the Cleaning of Commercial and Institutional Buildings).

(End of Performance Work Statement)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
ALL	N/A	N/A	N/A	Government
CLINS				

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-12	Inspection of Construction	AUG 1996
52.246-20	Warranty Of Services	MAY 2001
52.246-21	Warranty of Construction	MAR 1994

Section F - Deliveries or Performance

SECTION F
Combination Firm Fixed-Price/Indefinite Quantity Contract

- (a) This is a combination firm fixed-price/indefinite quantity contract for the supplies or services specified and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the fixed-price portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as Indefinite Quantity. The fixed-price quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.
- (b) Work items for the indefinite quantity portion of the contract are identified in the Schedule and any accompanying exhibits. There are no estimated quantities of supplies and services specified for this requirements as this is a new construction.
- (c) Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract.
- (d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, there is no limit on the number of orders that may be issued.
- (e) Any task order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that task order to the same extent as if the task order were completed during the contract's effective period.
- (f) A Notice to Proceed for individual Task Orders will be issued within **30 Calendar Days** after award or as stated on each Task Order.
- (g) **DAMAGED EQUIPMENT / FACILITIES LIABILITY** - The liquidated damages included in this contract do not concern costs associated with damage to communications equipment installed or operating in the facilities where the construction shall occur. Interference with or damage to this equipment may result in significant costs to provide alternate means of transmission, if alternatives are possible. The costs of alternates as well as the cost of repairs or replacement of damaged equipment or facilities may for the basis of a Government claim against the contractor.

(End of clause)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2008 TO 31-JAN-2009	N/A	DFD/FFD/PBMO JOHN SCHILIRO PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 FOB: Destination	HQ0015
0001AA	N/A	N/A	N/A	N/A

0001AB	N/A	N/A	N/A	N/A
0001AC	N/A	N/A	N/A	N/A
0001AD	N/A	N/A	N/A	N/A
0001AE	N/A	N/A	N/A	N/A
0002	POP 01-SEP-2008 TO 31-JAN-2009	N/A	DFD/FFD/PBMO JOHN SCHILIRO PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 FOB: Destination	HQ0015
0003	POP 01-SEP-2008 TO 31-JAN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
0004	POP 01-SEP-2008 TO 31-JAN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
0005	POP 01-SEP-2008 TO 31-JAN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
0006	POP 01-SEP-2008 TO 31-JAN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
0007	POP 01-AUG-2008 TO 31-AUG-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
1001	POP 01-FEB-2009 TO 31-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
1001AA	N/A	N/A	N/A	N/A
1001AB	N/A	N/A	N/A	N/A
1001AC	N/A	N/A	N/A	N/A
1001AD	N/A	N/A	N/A	N/A
1001AE	N/A	N/A	N/A	N/A
1002	POP 01-FEB-2009 TO 31-JAN-2010	N/A	DFD/FFD/PBMO JOHN SCHILIRO PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 FOB: Destination	HQ0015

1003	POP 01-FEB-2009 TO 31-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
1004	POP 01-FEB-2009 TO 31-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
1005	POP 01-FEB-2009 TO 31-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
1006	POP 01-FEB-2009 TO 31-JAN-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
2001	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
2001AA	N/A	N/A	N/A	N/A
2001AB	N/A	N/A	N/A	N/A
2001AC	N/A	N/A	N/A	N/A
2001AD	N/A	N/A	N/A	N/A
2001AE	N/A	N/A	N/A	N/A
2002	POP 01-FEB-2010 TO 31-JAN-2011	N/A	DFD/FFD/PBMO JOHN SCHILIRO PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 FOB: Destination	HQ0015
2003	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
2004	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
2005	POP 01-FEB-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
2006	POP 01-FEB-2010 TO 31-AUG-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
3001	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
3001AA	N/A	N/A	N/A	N/A
3001AB	N/A	N/A	N/A	N/A
3001AC	N/A	N/A	N/A	N/A

3001AD	N/A	N/A	N/A	N/A
3001AE	N/A	N/A	N/A	N/A
3002	POP 01-FEB-2011 TO 31-JAN-2012	N/A	DFD/FFD/PBMO JOHN SCHILIRO PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 FOB: Destination	HQ0015
3003	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
3004	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
3005	POP 01-FEB-2011 TO 31-JAN-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
4001	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
4001AA	N/A	N/A	N/A	N/A
4001AB	N/A	N/A	N/A	N/A
4001AC	N/A	N/A	N/A	N/A
4001AD	N/A	N/A	N/A	N/A
4001AE	N/A	N/A	N/A	N/A
4002	POP 01-FEB-2012 TO 31-JAN-2013	N/A	DFD/FFD/PBMO JOHN SCHILIRO PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 FOB: Destination	HQ0015
4003	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
4004	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
4005	POP 01-FEB-2012 TO 31-JAN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
5001	POP 01-FEB-2013 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015

5001AA	N/A	N/A	N/A	N/A
5001AB	N/A	N/A	N/A	N/A
5001AC	N/A	N/A	N/A	N/A
5001AD	N/A	N/A	N/A	N/A
5001AE	N/A	N/A	N/A	N/A
5002	POP 01-FEB-2013 TO 31-AUG-2013	N/A	DFD/FFD/PBMO JOHN SCHILIRO PENTAGON BUILDING MANAGEMENT OFFICE ROOM 1A327 PENTAGON BUILDING WASHINGTON DC 20302-1155 FOB: Destination	HQ0015
5003	POP 01-FEB-2013 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
5004	POP 01-FEB-2013 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015
5005	POP 01-FEB-2013 TO 31-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0015

CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **IDENTIFIED ON EACH TASK ORDER** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **IDENTIFIED ON EACH TASK ORDER**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount **IN THE AMOUNT SPECIFIED IN SECTION C, PARA 5.2.10** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving MAR 2008
Reports

CLAUSES INCORPORATED BY FULL TEXT

INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at <https://wawf.eb.mil>, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

The contractor shall (i) ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and (ii) register to use WAWF-RA at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company CCR EB is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to select either "Invoice as 2-in-1" for services only or "Invoice and Receiving Report (Combo)" for supplies or any combination of goods and services. Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab. Fill in all applicable information under each tab.

The following required information should automatically pre-populate in WAWF; if it does not populate, or does not populate correctly, enter the following information:

"Issue by DoDAAC" field enter **HQ0034**

"Admin DoDAAC" field enter **HQ0034**

"Payment DoDAAC" field enter **HQ0338**

"Service Acceptor/Extension" or "Ship to/ Extension" field enter **HQ0034/FACTM2**.

"Inspect By DoDAAC/ EXT" fields **HQ0015**.

"LPO DoDAAC/ EXT" fields - Leave blank

Contractor shall verify that the DoDAACs automatically populated by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- └ Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- └ ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ ACRN.

- └ Unit Price
- └ Unit of Measure

Shipment numbers must be formatted as follows:

Three (3) alpha characters followed by four (4) numeric characters.

For Services, enter ‘SER’ followed by the last 4 digits of the invoice number.

For Construction, enter ‘CON’ followed by the last 4 digits of the invoice number.

For Supplies, enter ‘SUP’ followed by the last 4 digits of the invoice number.

If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the following email address ariel.amposta.ctr@whs.mil in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

(End of clause)

CONTRACT ADMINISTRATION

G-1 DESIGNATION OF PRINCIPAL CONTRACTING OFFICER

The Principal Contracting Officer for this contract is:

Supervisory Contracting Officer, Facilities Support Services Team
WHS Acquisition and Procurement Office
Suite 12063

1777 North Kent St.
Arlington, VA 22209

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (DFARS 252.201-7000) (DEC 1991)

- (a) Definition. "Contracting Officer's Representative" means an individual assigned in accordance with the Defense Federal Acquisition Regulation (DFARS) and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a Contracting Officer's Representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

G-3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

(End of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-1. DoD BUILDING PASS ISSUANCE

- (a) All personnel employed by a civilian commercial firm to perform work whose activity at any time requires passage into Government-occupied portions of the Pentagon or any other DoD facility on or off the Pentagon Reservation, shall be required to obtain a Temporary Department of Defense (DoD) Building Pass/Access Card.
- (b) The Contractor shall be responsible for having each employee requiring a Temporary DoD Building Pass/Access Card prepare the necessary applications, advising personnel of their obligations, filing the applications with the Contracting Officer, maintaining personnel files and re-filing applications for personnel in the event that clearances must later be extended. Personnel requiring a Temporary DOD Building Pass/Access Card must be either a citizen of the United States of America (USA) or a foreign national authorized to work in the USA under federal immigration and naturalization laws.
- (c) The Government will issue DoD building passes to eligible persons upon the completion of a National Criminal Information Check (NCIC) or National Agency Check (NAC). This is a search of the nationwide computerized information system established as a service to all criminal justice agencies. Processing of completed applications for initial pass issuance or renewal of existing passes will require three to five working days.

(End of Clause)

H-2. LOCAL INSURANCE

- (a) In accordance with the contract clause entitled “Insurance—Work on a Government Installation”, FAR 52.228-5, the Contractor shall procure and maintain during the entire period of its performance under this contract, as a minimum, the following insurance:

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability:	
Bodily Injury or Death	\$500,000 per occurrence
Motor Vehicle Liability (for each vehicle):	
Bodily Injury or Death	\$200,000 per person \$500,000 per occurrence
Property Damage	\$20,000 per occurrence
Workers’ Compensation & Employer’s Liability	\$100,000 per person *

*Worker’s Compensation and Employer’s Liability: Contractors are required to comply with applicable Federal and State workers’ compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer’s liability section of the insurance policy, except when contract operations are so co-mingled with a contractor’s commercial operations that it would not be practical to require this coverage. Employer’s liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.

- (b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate of written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in policies adversely affecting the

interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(End of Clause)

H-3. COMPLIANCE WITH PENTAGON REGULATIONS

The site of the work is on a Federal Reservation Complex and the Contractor shall observe rules and regulations issued by the Director, Washington Headquarters Service (WHS) covering general safety, security, sanitary requirements, pollution and noise control, traffic regulations and parking. Information regarding requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining it from the appropriate authorities.

(End of Clause)

H-4. UTILITY SERVICES

(a) Utility Services furnished to the Contractor by the Government from the Government's existing system outlets and/or supplies will be at no cost to the contractor. (See FAR Clause 52-236-14, Availability and Use of Utility Services.)

(b) The Contractor shall make his/her own arrangements for services and coordinate with the Inspector any requirements that would cause a disruption in the electrical or water supply. NOTE: all disruption of services concerning electrical or water supply must be coordinated with the inspector and scheduled by the inspector prior to disconnection.

(End of Clause)

H-5. IDENTIFICATION OF EMPLOYEES

All Contractor and subcontractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. All documents or reports produced by the Contractor shall be marked as contractor products or otherwise indicate that contractor participation is disclosed.

(End of Clause)

H-6. SUBSTITUTION OF KEY PERSONNEL

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved and who are necessary to fulfill the requirements of the contract. No changes in key personnel, including but not limited to the substitution or addition of key personnel, shall be made except in accordance with this clause.

(b) If key personnel become unavailable for work under the contract for whatever reason for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution for such personnel in accordance with paragraph (d) below.

(c) The contractor agrees that changes in key personnel will not be made unless necessitated by compelling reasons. Compelling reasons include, but are not limited to, serious illness, death, termination of employment, declination of an offer of employment (for those individuals proposed as contingent hires), and family friendly / maternity leave. When the contractor determines that compelling reason to change key personnel exists, the contractor shall submit a request in accordance with subparagraph (d) below to the Contracting Officer and obtain Contracting Officer approval prior to changing key personnel.

(d) All proposals to change or add key personnel shall be submitted, in writing, to the Contracting Officer not less than fifteen (15) days prior to the date of the proposed substitution/addition. In those situations where a security clearance is required, the request must be submitted not less than thirty (30) days prior to the date of the proposed substitution/addition. Each proposal or request shall provide a detailed explanation of the circumstances necessitating the proposed change, the resume of the individual proposed for substitution or addition, information regarding the financial impact of the change, and any other relevant information. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) The Contracting Officer shall evaluate requests to change or add key personnel and will approve/disapprove the request in writing and so notify the contractor.

(f) If the Contracting Officer determines that the suitable and timely replacement of personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that the resultant reduction of productive effort would impair the successful completion of the contract, the contract may be terminated for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, the Contracting Officer may adjust the contract price or fixed fee downward to compensate the Government for any delay, loss, or damage as a result of the Contractor's action.

(g) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of this contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-8, "Default (Fixed-Price Supply and Service)."

(End of Clause)

H-7 REMOVAL OF CONTRACTOR'S EMPLOYEES (DFARS 252.247-7006) (DEC 1991)

The Contractor agrees to use only experienced, responsible, and capable people to perform the work. The Contracting Officer may require that the Contractor remove from the job, employees who endanger persons or property, or whose continued employment under this contract is inconsistent with the interest of military security.

(End of Clause)

H-8. WORK BY OTHER CONTRACTORS

The Government has awarded and will award other contracts for similar and specialized work, which is outside the scope of this contract or outside the scope of the awarded options. These contracts will involve additional work at or near the site of the work under this contract. The contractor shall fully coordinate its work with the work of other Government contractors (hereafter called OGCs) and with the Contracting Officer. The Contractor shall carefully adapt its schedule and performance of the work under this contract to accommodate the work of the OGCs, and

shall take coordination direction from the Contracting Officer. The OGCs will be placed under similar contracting conditions regarding coordination. The Contractor shall make every reasonable effort to avoid interference with the performance of work by the OGCs, as scheduled by the OGCs or by the Government.

(End of Clause)

H-9. CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and at the Contractor's own risk and cost.

(End of Clause)

H-10 CONTRACTOR PHASE-IN/OUT

The Contractor will be afforded a Phase-In period prior to the contract start date. Depending on the contract award date the Phase-In period may be between 14 and 45 calendar days. During this period the Contractor may bring Key Personnel to the Memorial site during normal working hours for the purpose of becoming familiar with the equipment and systems and to train with the Construction Contractor on equipment operation and maintenance.

Within 10 calendar days after contract award the Contractor shall submit a Phase-In Plan to the Contracting Officer for approval. The plan shall outline the Contractor's phase-in activities including but not limited to:

- Participation in joint inventories and accepting responsibility for Government provided items.
- Participation in on-site equipment training sessions.
- Development and submission of any required submittals.
- Attendance at pre-performance meetings.

During the last 30 calendar days of contract performance the Contractor shall cooperate and fully participate in all Phase-Out activities including participating in Phase-In activities with the successor Contractor to ensure an orderly transition and minimize any impact during the changeover. During this Phase-Out period the Contractor shall continue to accomplish all contract requirements.

H-11 DELIVERIES

a. All deliveries shall be processed through the Pentagon Remote Delivery Facility (RDF) site. The following information must be submitted to the COR or designated security representative 24 hours prior to scheduled delivery

- (1) Name of driver & passenger (if any)
- (2) Name of company
- (3) State of vehicle registration and license number
- (4) Contents of delivery

b. Security personnel staff the RDF from 4:30 AM until 5:30 PM (M-F) and 6:30 AM until 1:30 PM (Sat only). Arrangements can be made for deliveries outside of the hours by coordinating with the COR.

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7 Alt I	Allowable Cost and Payment (Dec 2002) - Alternate I	FEB 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-9	Buy American Act--Construction Materials	JAN 2005
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.233-1	Disputes	JUL 2002
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007

52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-5	Familiarization With Conditions	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.217-7028	Over And Above Work	DEC 1991
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7021	Trade Agreements	MAR 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.241-7001	Government Access	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of contract award through the contract completion date**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$100,000.00**;

(2) Any order for a combination of items in excess of **\$100,000.00**; or

(3) A series of orders from the same ordering office within **ten (10)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **five (5)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the contract completion date**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **the current period of performance**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **the current period of performance**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **sixty (60) months (not including any extension authorized under FAR 52.217-8)**.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

A payment bond

An irrevocable letter or credit (ILC)

(b) The amount of the payment protection shall be 100 percent of the task order price.

(c) The submission of the payment protection is required within 10 days of task order award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

(All listed attachments are at the end of this document)

ATTCH NO.	DESCRIPTION	DATE	PAGE(S)
J-B1	CLIN Summary <i>(Revised per Amend 0005)</i>	16-MAY-08	05 Pages
J-B2	IQ Coefficient Pricing <i>(Revised per Amend 0001)</i>	18-APR-08	01 Page
J-C1	Boundaries and Layout Map	09- MAR-07	01 Page
J-C2	Master Equipment and Systems Inventory		
J-C2A	DMEL – Mechanical Equipment Inventory	19-MAR-08	01 Page
J-C2B	DMEL – Electrical Devices Inventory	19-MAR-08	01 Page
J-C2C	DMEL – Electrical Equipment Inventory	19-MAR-08	01 Page
J-C2D	DMEL – Electrical Lightingt Inventory	19-MAR-08	09 Pages
J-C3	Temporary Restroom Requirements		
J-C3A	Temporary Restroom Layout <i>(Revised per Amend 0003)</i>	06-MAY-08	01 Page
J-C3B	Temporary Restroom Requirement <i>(Revised per Amend 0003)</i>	06-MAY-08	02 Pages
J-C4	Attic Stock Inventory Listing		
J-C4A	Attic Stock – Fixed Price Restocking <i>(Revised per Amend 0003)</i>	06-MAY-08	01 Page
J-C4B	Custom Attic Stock – Indefinite Quantity Restocking <i>(Added per Amend 0003)</i>	06-MAY-08	02 Pages
J-C5	Limits of Snow/Ice Removal <i>(Revised per Amend 0003)</i>	09-MAR-07	01 Page
J-C6	Landscaping/Planting Plan (B02LP01-B02LP05) <i>(Added per Amend 0003)</i>	09-MAR-07	05 Pages
J-C7	Irrigation Plan (B02LI01-B02LI05) <i>(Added per Amend 0003)</i>	09-MAR-07	05 Pages
J-C9	Wage Determinations		
J-C9A	VA080078 (Davis Bacon Act – Arlington County, Virginia)	08-FEB-08	05 Pages
J-C9B	Wage Determination No.2005-2103 (Rev 6) <i>(Updated per Amend 0007)</i>	29-MAY-08	15 Pages
J-L1	Past Performance Data	19-MAR-08	01 Page
J-L2	Past Performance Questionnaire	19-MAR-08	03 Pages

*****LAST ITEM*****